DOCUMENT RESUME

ED 188 651 JC 800 170

AUTH Swift, Kenneth D.
TITLE A Study of the Effects of the Master Contract on the Eighteen Community Colleges in the State of Minnesota.
PUB DATE 79
NOTE 39p.: Not available in paper copy due to the marginal reproducibility of the original document.

EDRS PRICE MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS Administrative Organization: *Administrator Attitudes: Administrator Characteristics: *Collective Bargaining: College Faculty: *Community Colleges: *Contracts: Influences: Questionnaires: State Surveys: Statewide Planning: *Teacher Associations: *Teacher Attitudes: Teacher Characteristics: Two Year Colleges: Work Environment
IDENTIFIERS *Minnesota

ABSTRACT

A survey of 220 randomly selected faculty and administrators at the 18 community colleges in Minnesota was conducted to determine: (1) the impact on the colleges of the Master Contract negotiated between the Minnesota Community College Faculty Association (MCCFA) and the Minnesota State Board for Community Colleges, and (2) faculty and administrator attitudes toward the contract. The survey instrument solicited demographic information and asked respondents to indicate the degree to which the Master Contract influenced instruction, grading, academic freedom, faculty workload, salaries, managerial authority, sabbatical leave, campus autonomy, staff development, job security, fringe benefits, faculty involvement, class size, and campus communication. Major findings, based on a 41% response rate, indicate that while job security and fringe benefits were positively affected by the contract, faculty involvement, managerial authority, and campus communication were negatively affected. In most other categories, the majority of respondents indicated that the Master Contract had had no effect. Older administrators with more years of employment were less positive toward the contract than other respondents. The survey report includes an extensive review of the literature dealing with faculty unionization at community colleges and the questionnaire. (JP)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED188651

A STUDY OF THE EFFECTS OF THE MASTER CONTRACT ON THE EIGHTEEN COMMUNITY COLLEGES IN THE STATE OF MINNESOTA

Kenneth D. Swift

1979

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

Kenneth D. Swift

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

JC 800 170

BEST COPY AVAILABLE

ACKNOWLEDGMENTS

I wish to express my sincere appreciation for the assistance and cooperation granted by those individuals who have made the completion of this study a reality.

Special gratitude is given to Dr. William A. Keim, M.A.R.P. advisor, to Dr. Silas W. Schirner, local professional, and to Dr. George M. Barton, central staff committee member.

I am especially grateful to my wife, Verlene, my three daughters, Stephanie, Michelle and Melissa for the understanding and patience they exhibited during this study.

A STUDY OF THE EFFECTS OF THE MASTER CONTRACT ON THE EIGHTEEN COMMUNITY COLLEGES IN THE STATE OF MINNESOTA

INTRODUCTION

BACKGROUND AND SIGNIFICANCE

This study assesses the effects of the Master Contract on the eighteen Community Colleges in the State of Minnesota. The Master Contract was made possible by the Minnesota legislative session in 1971 enacting legislation which became known as the Public Employment Labor Relation Act of 1971 (PELRA).

There was a time when state employees were meek and docile. They were considered public servants and they were paid what the governing board unilaterally decided they should be paid. Many times their problems, concerns, and requests went unheeded. They were truly servants, servants of the state (Stark, 1974, p. 2 ed. Morgan).

In the 1950's, the legal right to organize began to be extended to public employees in certain larger metropolitan communities. In 1962, President John F. Kennedy issued Executive Order 10988 which gave the federal government it's first formal program for employee-management cooperation. Also, in the 1960's many states enacted laws governing negotiations for state employees. By 1972 twenty-nine states had adopted laws permitting the formation of unions of state employees (Duryea & Fish, 1973, p. 4).

Unionization of faculty members proceeded throughout many segments of all branches of higher education. The Carnegie Commission reported: As of January, 1973 about 170 bargaining units including faculty members existed; this involved about 250 institutions of the 2800 plus institutions,

and about three-fourths of these units are on community college campuses. The states of New York, California, Michigan, New Jersey, and Massachusetts headline post-secondary institutions with formal organizational programs for the faculty (Carnegie Commission, 1973, p. 41).

With the passing of the 1971 PELRA, and as amended by the 1973 legislature came the age of collective bargaining in Minnesota. The main features of the act included: (1) creation of a Bureau of Mediation Services, (2) creation of a Public Employment Relations Board, (3) mandated written master contracts, (4) initiated binding arbitration, binding grievance procedures and (5) legalized strikes under certain circumstances. (Appendix A)

Worthington Community College is one of eighteen community colleges serving students in the State of Minnesota. A Minnesota State Board for Community Colleges (MSBCC) controls all eighteen colleges, but each college has its own administrative staff and a local chapter in the Minnesota Community College Faculty Association (MCCFA). It is this local chapter on each campus that meets and confers in an Exchange of View Committee with the local college administrative staff. These committees have the assigned responsibility for one or more of the following topic areas: personnel, student affairs, curriculum, facilities, fiscal matters, and general matters (Appendix B).

Each committee has full authority in the assigned area to present the views of the employees in meetings with the College President and her/his designee and a committee of not more than five additional administrators (Professional Staff Contract, 1977-1979, p. 3-4). The colleges are in the sixth year of operation with a Master Contract using the third two-year contract between the MCCFA and the MSBCC. Negotiations are currently under-

way for the finalization of a fourth two-year contract.

The Master Contract has become a way of life for the Community Colleges of Minnesota. Hopefully it has been an institutional, professional, negotiation model where co-determination between administration and faculty exists; and shared authority, trust and understanding of professional responsibilities prevail. No matter what system is used two questions must be uppermost in mind: 1. Is the institution operated for the benefit of learning or is it operated for the benefit of the faculty? 2. Are the community colleges existing primarily to teach its students, or to set the terms and conditions for teacher employment (Blikre, 1974, ed. Morgan, pp. 18-19)?

Conflict between instructors and state agents could not long continue without irreparable damage to the quality of education. Instructors, like other employees, have a right to seek to preserve and extend wholesome and equitable conditions of work for themselves, but their actions must be based upon close cooperation with the community's and state's representatives rather than upon ties to any single segment of society (Denemark, 1964, pp. 33-35).

Worthington Community College has recently completed a North Central evaluation for continuing accreditation. One concern listed by the evaluating team was in direct reference to the master contract. "The institution has yet to learn to live with a state master contract. It must be seen how the institution learns to interpret and use the contract in a positive manner (Report of a Visit to Worthington Community College, 1978, p. 24)."

RESEARCH QUESTION

The concerns of this study were: 1. to determine the effects of

Master Contract on the eighteen community colleges in the State of Minnesota, and 2. to determine how the contract was viewed by both administrators and faculty.

DEFINITION OF TERMS

AGREEMENT, Collective Bargaining, written contract between an employer and an employee organization, usually for a definite term, defining the conditions of employment, the rights of the employees and the employee organization, and the procedures to be followed in settling disputes or handling issues that arise during the term of the contract.

ARBITRATION, A method of settling disputes through recourse through an impartial third party whose decision is usually final and binding. Arbitration is resorted to in the interpretation of existing contract terms, but it is seldom used in settling disputes over the negotiation of the provisions of a new contract. Arbitration is voluntary when both parties, of their own volition, agree to submit a disputed issue to arbitration, and compulsory if required by law to present a work stoppage.

AWARD, In labor-management arbitration, the final decision of an arbitrator in settlement of a dispute.

BARGAINING UNIT, A group of employees recognized by the employer, or designated by an agency, as appropriate for representation by an employee organization for purposes of collective bargaining.

CERTIFICATION, Formal designation, by a government agency, of the employee organization selected by the majority of the employees to act as exclusive bargaining agent for all employees in the unit.

COLLECTIVE BARGAINING, A method of determining conditions of employment by negotiation between representatives of the employer and employee organizations. The resulting settlement is usually set forth in writing.

EXCLUSIVE REPRESENTATIVE, The employee organization recognized by the employer as the only organization legally certified to represent all employees in collective bargaining unit.

FAIR SHARE CHECK-OFF, In accordance with Minnesota Statute 179.65, the association may request the employer to check-off a fair share fee for each member of the association.

GRIEVANCE, A statement of dissatisfaction, usually by an individual but sometimes by the management, concerning interpretation of a collective bargaining agreement or traditional work practice. If a grievance cannot be resolved "in-house" it is usually finally decided by binding arbitration.

MANAGEMENT RIGHTS, Rights that management feels are exclusively their own and hence not subject to collective bargaining. These rights are often expressly reserved to management in the collective bargaining agreement and usually include the right to determine the products to be made, to schedule production, to determine the process of manufacture.

MEDIATION, Efforts by a third party to reconcile the parties in a labor dispute so that settlement can be reached. The mediator has no power to force a settlement. He merely interprets, suggests, and makes recommendation.

NATIONAL LABOR RELATIONS ACT (N.L.R.A.), A federal act passed in 1935 covering virtually all private employers engaged in interstate commerce. This law was amended by Congress with passage of the Labor Management Relations (Taft-Hartley) Act of 1947 and the Labor Management Reporting and Disclosure (Landrum-Griffin) Act of 1959. The act is administered by the National Labor Relations Board, which has developed a comprehensive set of procedural rules for that purpose.

STRIKE, A concerted stoppage of work by employees usually as the result

of a labor dispute, including a stoppage by reason of the expiration of a collective bargaining agreement without a new agreement having been reached.

SUPERVISOR, As defined in the N.L.R.A. means "any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

ASSUMPTIONS

The study was designed with the following assumptions:

1. Of those employees selected to receive the questionnaire at least 40 percent would respond.
2. The state employees selected from the most recent roster available were still employed in the Minnesota Community College system.
3. The panel used to develop the questionnaire would cooperate in the adventure.
4. The questionnaire developed was a viable means of communication.
5. The data collected would result in a valid study accessing the effects of the master contract in the eighteen community colleges.
6. The returned questionnaires would represent an accurate cross-section of the opinions of the total population.

LIMITATIONS

The research was limited in the following manner:

1. Bulk mailing of the questionnaire was used which does not allow for forwarding of letters if addresses have changed.

2. The number of participants selected was limited to 17 percent of the total population.
3. The questionnaire developed depended upon this writer and the panel's ability to communicate the same concepts.
4. The questionnaire developed had to be selective and limited in the areas of concern.
5. The community college faculty were on strike at the time the questionnaires were being returned.

CHAPTER II

REVIEW OF RELATED LITERATURE

Faculty collective bargaining in higher education is a phenomenon that became prominent in the 1970's. In 1966, there were only eleven campuses in this country with faculty bargaining agents. By nineteen seventy-five, the number of faculty bargaining agents had grown to four hundred and thirty units. This would mean that nearly one eighth of the three thousand thirty-eight colleges and universities in the country have faculty bargaining agents. Over twenty percent of the full-time teaching faculty in American higher education are now represented by unions (Kemerer and Baldridge, 1975, p. 1). The American university systems have the largest percent of nonmembership among their professors (59%) while the two-year colleges have the fewest nonmembers (4%) (Ladd-Lipset, 1978, p. 14).

Collective bargaining, however, is not new to higher education. Collective bargaining has a surprisingly long history of employee organization involvement on college and university campuses. It appears that formal collective bargaining did not begin to mushroom until the early and mid-sixties. However, a number of colleges and universities were involved much earlier. Harvard recognized an employee organization for certain of its nonacademic staff as early as nineteen thirty-eight. It has only been within the last few years that most states have passed enabling labor legislation affecting employees which are exempt from the National Labor Relations Act. Prior to that it appears many colleges and universities were voluntarily recognized and entering into both formal and informal bargaining relationships with employee organizations. In June of 1969, the National Labor Relations Board

reversed a ruling which had stood since 1951. The Board decided to assert jurisdiction over private, nonprofit colleges and universities with gross yearly revenues of one million dollars or more (Lorenz, 1971, pp. 32-33).

The community colleges have proven to be the most fertile ground for collective bargaining with one in five now having formal collective bargaining. This phenomenon is perhaps attributable to closer ties to the public school system and its collective bargaining experiences, out of which many community colleges and their faculties evolved. The vocational orientation of many community college faculty, having backgrounds which include union membership, contributes to a more ready acceptance of the union concept (Hansen & Petrizzo, 1976, p. 11).

Community colleges appear to have gained the most through collectively bargained contracts, while four year public universities have tended to not fare as well in their bargaining (Kraft, 1977, p. 320). Kellett, in his research concluded that collective bargaining contracts at public community colleges are cumulative in nature. Once included in a contract, a contract provision or an area of negotiations is rarely deleted from subsequent contracts. Changes in contract provisions, after initial inclusion in a prior contract at the same college, included compensation provisions, workload provisions, and personnel policy provisions (Kellett, 1975, pp. 4-5). Collective bargaining not only has successfully increased faculty welfare at public community colleges but has also been partially successful in increasing faculty participation in institutional decision-making (Kellett, 1975, p. 6). Kraft substantiates these findings in his report by stating community colleges appear to have gained the most from collective bargaining, while four-year public universities have lagged behind. It is in the area of the grievance procedure that the collectively bar-

gained contracts have had their greatest impact (Kraft, 1977, p. 329).

Within the private sector, the line drawn between employer and employee is both legally and psychologically understood. Employees expect management to manage and employers have a fair interpretation of what the role of the employee is within the organization. There is, however, in higher education a question concerning this relationship (Jacobs, 1977, p. 332).

Differences continue to exist between the legal framework for collective bargaining in public sector settings versus private sector settings. One difference is the breadth of topics which can be discussed in negotiations. Legal frameworks for bargaining in public sector jurisdictions continue to place restrictive parameters on allowable procedures for resolving bargaining impasses. Another significant difference in collective bargaining of the public sector versus the private sector involves politics. Negotiations are conducted and concluded by agency representatives in the executive branch of government. The negotiated package, however, must move into the legislative branch, a purely political arena, for ratification. It is at this point that collective bargaining might prove to have been in vain. The legislative branch may refuse to provide necessary funds to make the negotiated agreement effective (Brookshire, 1977, pp. 23-24).

One thing that can be agreed upon is that the collective bargaining process in higher education is a combination of complexity, confusion, and frustration. Collective bargaining being all these things is also a dynamic process, for it involves people and the accomodation of diverse interests (Lorenz, 1971, p. 41). The records reveal that in college and university settings, the allowable scope of collective bargaining subject matter is

expanding (Jacobs, 1977, p. 29). The employees, whether they be faculty or staff, will continue to demand more of a voice over those matters which directly and indirectly affect them in their work (Lorenz, 1971, p. 41).

A prerequisite to the development of a union-management collective bargaining relationship is a mutual acceptance by the parties of each other's institutional legitimacy. Attitudes and behaviors which demonstrate acceptance of such legitimacy are important in determining the actual and potential degree to which faculty bargaining can be expected (Odewahn and Spritzer, 1976, p. 208). In the public sector, many arguments are given against a broad scope of bargaining for faculty. Public employment is viewed as basically different from industry employment, and thus some people feel that bargaining should be restricted to a few issues. They argue that bargaining cannot be allowed to remake policies established by local and state governments (Kemerer and Baldridge, 1975, p. 93).

Why did the faculty unionize? What were the immediate and long-range needs and interests of the faculty? What policies or procedures, and what administrative styles and activities prompted unionization or aggravated relations between the faculty and the administration? What impact will and should collective bargaining have on the teaching/learning process on the need to meet student interests (Sturner, 1976, p. 31)? These questions were asked in relationship to the University of Michigan and its collective bargaining struggles. These questions, perhaps, are universal questions and are being dealt with daily.

Lindeman reports the most common reason for faculty interest in collective bargaining is the dissatisfaction with compensation. Another source of discontent is the belief that other professions are improving their economic position at a faster rate than their own. The major non-

economic reason cited for faculty unionization is the dissatisfaction with the faculty's role in governance (Lindeman, 1973, pp. 85-86). An American Association of Higher Education study in 1967 concluded that on a continum of administrative dominance to faculty dominance, 25 percent of the U. S. institutions of higher education were characterized by administrative dominance, 50 percent had administrative primacy, with faculty only in a consultative role, 25 percent sharing authority between faculty and administrators. The study indicated very few institutions had faculty governance in consultation with the administration, and no instance of faculty dominance could be found (Kraft, 1977, p. 322). Not only have studies indicated institutional decision-making as a reason for collective bargaining but also these studies indicate that the scope of negotiations, with respect to faculty welfare and institutional decision-making, broadened as additional contracts were negotiated (Kellet, 1975, p. 4). Herman and Skinner reported that anti-administration sentiment was one of the major factors responsible for collective bargaining. Such anti-administration sentiments as attitudes of the administration, and dissatisfaction in faculty-administration salary levels were resented by the faculty. Other anti-administration criticisms are in the areas of development of new programs for community involvement and the administration's attitude toward athletics (Herman and Skinner, 1975, pp. 268-269).

In the short time that collective bargaining has been in existence, it has made impressive progress in affecting personnel policies. Such basic issues as hiring, firing, promotion and tenure are usually included in initial union contracts (Kemerer and Baldridge, 1975-76, p. 50). The bargaining sector has made great strides in its acceptance of procedurally tighter rules for faculty-institution relations than has non-bargaining

sectors. There is less peer review, fewer joint faculty-administrative review steps, and a generally more formal procedure where collective bargaining is involved (Pfnister, 1977, p. 316).

Contrary to what might be expected, faculty members who have adopted collective bargaining have not received significantly large salary increases over those faculty members who are not unionized. One reason for this trend may be that, in the view of negotiators for faculty unions, job security has become more important than salaries. Public two-year colleges exhibit the greatest decline in the difference in salaries between unionized and non-unionized faculties (Means and Semas, 1976, p. 3).

Collective bargaining could provide a framework within which to forge mutually acceptable professional development opportunities. The master contract agreement could exert the force necessary to fulfill such potential. The task of providing adequate quality control will demand a shift in focus from activities which are supposed to result in professional growth to behavioral changes or competencies acceptable as evidence of such growth. Collective bargaining has to a certain degree already embraced the issues of professional development from both management and faculty perspectives (Nelson, 1972, p. 27).

Kellett reports that substantive changes to contract provisions which had been included in prior contracts revealed the following trends: Salaries for the same or less workload increased, insurance coverage and/or the portion of cost for such coverage paid by management increased. Contract provisions which described professional service and/or personnel leave policies became increasingly specific with respect to application procedures and eligibility requirements. Contract provisions describing support for staff development such as travel and membership fees with respect to the

amount of funding to be provided for such activities have been specific. Changes in personnel policy provisions increased the procedure of the faculty selection, appointment, evaluation, and termination process (Kellett, 1975, pp. 5-6).

Research determining individual differences in faculty attitudes toward collective bargaining has employed demographic variables including salary, age, academic rank, college, and discipline. Findings indicate an inverse correlation between favorable attitudes toward collective bargaining and age, academic rank, and salary. Fifty percent of the faculty surveyed by Herman and Skinner expressed the view that collective bargaining was inconsistent with professionalism (Bigoress, 1978, p. 228). Ladd and Lipset reported that high-achieving academics, while endorsing faculty unionism in general, were less supportive of collective bargaining than were their colleagues of lower professional standing (Bigoress, 1978, p. 228). Other findings revealed that younger faculty members expressed a more favorable attitude toward collective bargaining than older faculty members. Also indicated is higher paid faculty members would be less receptive to collective bargaining than lower paid members of the faculty. It is hypothesized that highly job-involved individuals would express a less favorable attitude toward collective bargaining than would less job-involved individuals (Bigoress, 1978, p. 229). Although there are no statistics to back it up, Kraft reports that there appears to be a real fear and hostility toward unionization on the part of many poorly paid tenured full professors (Kraft, 1977, p. 326).

Administrators surveyed by Odewahn and Spritzer believed that faculty unions result in greater mediocrity in faculty performance (Bigoress, 1978, p. 229). Odewahn and Spritzer found that almost two-thirds of the college

presidents surveyed who had been exposed to some faculty organizing efforts at their institutions felt that there was a legitimate role to be played by unions on campus. Data collected would indicate that while a majority of administrators agree that collective bargaining has a place in higher education, that role apparently is not to improve the performance of the institution. Kennelly and Peterson found in their survey of college administrators that 70 percent of the president respondents felt that collective bargaining is inconsistent with professional values. They concluded that, in general, presidents of higher educational institutions held negative rather than positive attitudes toward faculty collective bargaining. Odewahn and Spritzer's survey has shown a negative view toward faculty unionism and collective bargaining on campus by administrators. Three-fourth agree that faculty union leaders are unlikely to pursue objectives that are in the best interests of their institutions. Administrators indicated a feeling that unionization will lead to greater mediocrity in faculty performance and that faculty unions have a divisive effort upon university life (Odewahn and Spritzer, 1976, pp. 211-213).

Students, as the primary consumer of higher education, have been involved and on occasions have benefited from collective bargaining. In faculty union strikes, threats of cancelled semesters and terminated student benefits have caused fast, effective student involvement. Current efforts by faculty, student, and administration representatives to influence legislation and structured student involvement should be viewed as a partisan prelude to the actual bargaining process. Narrowing the scope of negotiations naively misses the interrelatedness of faculty working conditions and the quality and quantity of instruction (Aussieker, 1975, p. 546).

Adlai Stevenson stated it very well when he said, "Its a great mis-

take to confuse the principle of compromise with the compromise of principle." True there is a fine line of distinction between the principle of compromise and the compromise of principle in the bargaining process. It is strongly suggested in principle that a bad collective bargaining agreement can be far worse than no written agreement at all (Lorenz, 1971, p. 34). Collective bargaining itself is only a neutral decision-making process. It has no inherent capacity for either harm or good. Its impact may well be determined by the extent to which faculty and administrators actively engage in working through problems and determining the union role in campus affairs (Kemerer and Baldridge, 1975-76, p. 62). Additional research is necessary to determine whether collective bargaining has actually been more successful than other systems of managing the employer-employee relationship in achieving faculty goals. At present, collective bargaining continues to be a viable alternative (Kellett, 1975, p. 6).

The federal government might be unable to induce a further rapid increase in unionism at the state and local level by forcing a framework for organizational activity and collective bargaining on the eight or nine states which do not have enabling statutes. This might also be true for the other states which only allow collective bargaining for certain types of state and local government employees. Financial stringency by state and local employers will probably continue to be a fact of life for the next several years. Financial stringency may make it difficult for unions to win dramatic increases in compensation which tend to attract new members. For this reason, also, one might expect the rate of growth in state and local union membership to slow. The record is clear that the allowable scope of collective bargaining subject matter is expanding (Brookshire, 1977, pp. 20-29).

PROCEDURES AND METHODOLOGY

With input from a panel consisting of a lay person, one second level administrator, one past president of the M.C.C.F.A., and a faculty member, a questionnaire was drafted and tested . This questionnaire was then used as the instrument to survey the elements of this study. The questions were influenced by concerns in the community college system known to this writer. These areas of concern wree taken from the 1977-79 master contract.

The 220 participants' names were systematically randomly selected in the following manner.

Using the latest (1976) Community College Directory of the M.C.C.F.A., 206 names were randomly selected from a list of 1184 faculty members. This selection was carried out on a percentage basis. The 206 names required represented 17 percent of the total names listed in the directory. Using this percentage figure for each college listed, the total number of names required from that institution was determined. Knowing that a definite number of names were required from a total listing of names a number from one through ten was drawn from a box. Whatever number was drawn from the box would represent the first name selected, counting form the top of the list. After the first name was determined every "n"th name was then chosen. If the required number of names were not selected before reaching the bottom of the list the remaining names were counted and the count would then continue from the top of the list. In two incidents when this was done, the count ended upon the original name selected. In these cases, the

name immediately after that name was selected.

Fourteen administrators' names were needed from a list of 56 names and 18 colleges. Each institution was taken on an individual basis and in no case was more than one name selected form each college. Two of the smaller, one medium sized and one of the larger institutions was eliminated by choice from the list. The numbers one through four were drawn at random from a box. If number 3 was selected, for example, this would determine the name to be selected. No institution has more than four administrators listed. The list of administrators was obtained from the chancellor's office and was current.

Using the names systematically selected form the two lists, twenty names were chosen by a similar means for the pilot study. A cover letter , the questionnaire and a self-addressed stamped envelope was mailed to these twenty elements. After receiving over 50 percent of these questionnaires back and experiencing no difficulties, the remaining 200 questionnaires were mailed. Each of these 200 included the same materials as those of the pilot study but a bulk mailing was used for economic reasons.

As the returned questionnaires were received, each one was labelled by the post office postmark, dated and designated as part of the pilot study or as part of the actual study. This gave some indication from what areas of the state the responses were coming.

After a period of two weeks had passed a followup letter was mailed to each participant. This appatently had some effect as several questionnaires were received shortly thereafter.

CHAPTER IV

FINDINGS

Ten of the fourteen administrators receiving questionnaire responded. One questionnaire was returned indicating the person was no longer serving in the position. Two of the ten responding were part of the pilot study. The return rate from administrators represents a 71 percent response.

The following tables give a summary of the demographic information pertaining to the ten administrators responding.

TABLE 1

Administrators Employment Status

Responses	Employed
10	Full-time
0	Part-time

N=10

TABLE 2

Administrators Years of Employment

Responses	Employed in the system
1	1-3 years
1	4-6 years
2	7-9 years
5	10-12 years
1	before state affiliation

N=10

TABLE 3

College Location of Administrators

Responses	College Location
6	Metropolitan area
4	Non-metropolitan area

N=10

TABLE 4

Highest Degree Attained by Administrators

Responses	Highest Degree
0	Bachelors Degree
6	Masters
0	Specialists
4	Doctorate

N=10

TABLE 5

Sex of Administrators

Responses	Sex
9	Male
1	Female

N=10

TABLE 6

Age of Administrators

Responses	Age
0	Less than 25 years
0	25-35 years
4	36-45 years
5	46-55 years
1	Greater 55 years

N=10

Only one of the ten administrators responding indicated seniority should be established system-wide, one had no opinion with the rest indicating it should not be system-wide. Five administrators indicated the master contract was working well at their institution, five indicated it was not. Nine of the ten administrators felt their institution was now operating under the master contract as it was intended.

Eighty-eight of the two hundred-six faculty receiving questionnaires responded. Four of these were returned indicating the person was no longer employed by the system and did not feel qualified to answer. Eight of the eighty-eight responding were part of the pilot study. Six indicated they were counselors, one indicated librarian and the remaining respondents indicated they were faculty. As the results of this study will not be altered by these separate categories, all entries in the table will be classified as faculty. The return rate from the faculty represented 41 percent response for those who at least partially completed the questionnaire.

The following tables give a summary of the demographic information pertaining to the eighty-four completed returns from the faculty.

TABLE 7

Faculty Employment Status

Responses	Employed
76	Full-time
8	Part-time
N=84	

TABLE 8

Faculty Years of Employment in the M.C.C. System

Responses		Employed in the system
Full-time	Part-time	
2	2	1-3 years
7	4	4-6 years
20	2	7-9 years
34	0	10-12 years
13	0	before state affiliation
N=76	N=8	

TABLE 9

College Location of Faculty

Responses		College Location
Full-time	Part-time	
41	5	Metropolitan area
34	3	Non-metropolitan area
N=75	N=8	

TABLE 10

Highest Degree Held by Faculty

Responses		Highest Degree Awarded
Full-time	Part-time	
5	2	Bachelors
62	4	Masters
0	1	Specialists
6	1	Doctorates
N=73	N=8	

TABLE 11

Sex of Faculty

Responses		Sex
Full-time	Part-time	
51	3	Male
25	5	Female
N=76	N=8	

TABLE 12

Age of Faculty

Responses		Age
Full-time	Part-time	
0	0	Less than 25 years
4	4	25-35 years
37	3	36-45 years
19	1	46-55 years
13	0	Greater 55 years
N=73	N=8	

SUMMARY AND CONCLUSIONS

Summary

The study was conducted to determine the effects of the Master Contract on the eighteen Community Colleges in the State of Minnesota and to help determine some means by which input might come from the rank and file members of the association.

The study involved developing a questionnaire, mailing the questionnaire and compiling the data as a result of the responses from the questionnaire. Several tables are listed throughout the text of this study giving the results of the responses to individual questions, both from administration and faculty.

Such selections to the various questions allowed for two direct responses. If a no answer was selected the respondent was indicating he or she felt the "Master Contract" had no effect on the various items in question. If a yes response was selected a further selection was then required. This further selection would indicate the degree of influence they felt the contract has had. These selections were: large negative effect, large positive effect, medium negative effect, medium positive effect, little negative effect, and little positive effect.

The population of this study was limited to 17 percent of the faculty and administrators in the Minnesota Community College system. This involved two hundred-twenty employees selected at random. A forty percent return was experienced in the study.

MINNESOTA COMMUNITY COLLEGE
MASTER CONTRACT QUESTIONNAIRE

1. What is your primary responsibility in the Community College System:

( ) administrative
( ) faculty
( ) counselor
( ) librarian

2. You are:

( ) full-time
( ) part-time

3. Number of years you have been in the Minnesota Community College System (either part-time or full-time):

( ) 1-3 years
( ) 4-6 years
( ) 7-9 years
( ) 10-12 years
( ) employed before affiliation with the state

4. You are employed in a college located:

( ) in a metropolitan area
( ) other than a metropolitan area

5. The highest degree that you now hold:

( ) bachelors
( ) masters
( ) specialists
( ) doctorate

6. Sex:

( ) female
( ) male

7. Age:

( ) less than 25 years
( ) 25 to 35 years
( ) 36 to 45 years
( ) 46 to 55 years
( ) greater than 55 years

Administrators please go to question 13 and continue, faculty members please continue.

8. Do you pay for association services by:

( ) dues
( ) fair share

9. Were you granted tenure under the old system (pre-Master Contract years):

( ) yes
( ) no
( ) not employed at that time

QUESTIONNAIRE (continued)

10. Are you or have you ever been an officer in the local chapter of the association:

( ) yes
( ) no

11. Are you now or have you ever been a member of any of the "meet and confer" and/or "exchange of views" committees:

( ) yes
( ) no

12. Were you active in the faculty senate at the time of its existence?

( ) yes
( ) no
( ) not employed at that time
( ) institution did not have a faculty senate

13. In your opinion, should seniority be established system-wide:

( ) yes
( ) no
( ) no opinion

14. Do you personally feel the "Master Contract" as a collective bargaining agreement is working as well as it should at your institution:

( ) yes
( ) no

15. Do you personally feel your institution is now operating under the "Master Contract" as it was intended:

( ) yes
( ) no

16. Do you feel the "Master Contract" has influenced the following, and if so to what degree: (if you answer <u>no</u> do not fill in any entries on the right side)

Instructional:	( ) no ( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Grading:	( ) no ( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect

Academic freedom	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Work load:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Working hours:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Salaries:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Managerial authority:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Sabbatical leave:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Campus autonomy:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect

Staff development:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Security:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Fringe benefits:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Faculty involvement:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Class size:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect
Campus communications:	( ) no	( ) yes	( ) large negative effect ( ) large positive effect ( ) medium negative effect ( ) medium positive effect ( ) little negative effect ( ) little positive effect

If you have any other comments you wish to express, please list them below.

Please mail to:

Ken Swift
Bigelow, Minnesota 56117

Conclusions

1. In most categories the respondents indicated a larger percentage of responses in the "no effect" column.
2. In most categories the respondents indicated a larger percentage of positive responses, either large, medium or little effect.
3. It appears that administrators are not in favor of seniority system-wide. They would rather hire their employees from outside the system than take those from the layoff list of other colleges.
4. Those items of welfare, i.e., security, fringe benefits, etc., were positively effected by the master contract.
5. Faculty involvement, managerial authority, and campus communications had a negative effect brought on by the master contract.
6. Grading and academic freedom appeared to not be affected by the master contract.
7. It appears the staff is a stable, well-educated faculty.
8. The older administrators with more years of employment tend to have a somewhat more negative or at least a less positive reaction toward the Master Contract.
9. The older full-time male faculty are more in favor of establishing seniority system-wide.
10. Full-time female faculty with less than the ten years of employment and in the metropolitan colleges tend to object to statewide seniority.
11. Older full-time female faculty tend to have a more negative or at least a less positive position of the effects of the Master Contract.
12. Services for the association are paid for by dues by an over-

whelming majority of the faculty.

Recommendations

It is recommended that this questionnaire or the modified form be used for input into the negotiations between the State of Minnesota and the M.C.F.F.A. Worthington Community College must learn to live with the master contract. With the changes that could be made in the area of managerial authority this could be done. Faculty involvement is another area that needs improvement along with campus communications. With work to improve future contracts in these areas, perhaps Worthington Community College, as well as other community colleges in the system, could learn to live within the guides of the contract.

Positive changes can only be brought about by a closer, more intimate contact with the members of the collective bargaining unit. In light of the recent strike of the state community college teachers of Minnesota, perhaps it can best be stated by one comment already quoted in the text: "I'm not sure that we do have collective bargaining in the real sense of the word. We seem to bargain with the state representatives and then the legislature changes the agreements according to whatever they feel it should be."

Perhaps a followup study should be conducted. A new contract is negotiated every two years and such a followup study could determine if any improvement in the weak areas has been made.

BIBLIOGRAPHY

Books

Kemerer, Frank R., and J. Victor Baldridge. Unions on Campus. San Francisco: Jossey-Bass, 1975.

Articles and Periodicals

Aussieker, Bill. "Student Involvement with Collective Bargaining," Journal of Higher Education, XLVI, No. 5 (September/October, 1975).

Bigoress, W. I. "Correlates of Faculty Attitudes Toward Collective Bargaining," Journal of Applied Psychology, LXIII (April, 1978).

Brookshire, Michael L. "Myths of Collective Bargaining in the Public Sector," College and University Personnel Association Journal, XXVIII (Winter, 1977).

Carnegie Commission on Higher Education. "Governance of Higher Education: Six Priority Problems--A Report and Recommendations." New York: McGraw-Hill, 1973.

Denemark, G. W. "Schools Are Not Factories," NEA Journal, LIII (March, 1964), 33-35.

Duryea, E. D., and Robert S. Fish, and associates. Faculty Unions and Collective Bargaining, San Francisco: Jossey-Bass, 1973.

Hanson, Barbara J., and Richard D. Petrizzo. Faculty and Administrative Attitudes Toward and Expectations Concerning Recognized Collective Bargaining at College of Dupage as Compared with Emperical Findings. Nova University, ERIC Document ED 134 254, December 30, 1976.

Jacobs, Karl J. "The Internal Politics of Negotiations and NCA Evaluation," The North Central Association Quarterly, LI, No. 3 (Winter, 1977).

Kellett, Robert H. Trends and Patterns of Change in Public Community College Collective Bargaining Contracts. Research Summary No. 1. U.S., Educational Resources Information Center, ERIC Document ED 115 356, September, 1975.

Kemerer, Frank R. and J. Victor Baldridge. "The Impact of Faculty Unions on Governance," Change, VII, No. 10 (December-January, 1975-76).

Kraft, Richard J. "The Community of Scholars and Faculty Unions," The North Central Association Quarterly, LI, No. 3 (Winter, 1977).

Ladd, Everett Carll and Seymour Martin Lipset. "The Big Difference Among Faculty Unions," The Chronicle of Higher Education, XVII, No. 3 (March 13, 1976).

Lindeman, Lynn William. "The Five Most Cited Reasons for Faculty Unionization," Intellect, CII (November, 1973).

Lorenz, James. "Collective Bargaining in Higher Education," College and University Personnel Association Journal, XXIII (December, 1971).

Means, Howard B., and Philip W. Semas. "Do Unionized Faculty Members Get Bigger Pay Increases?" The Chronicle of Higher Education, CXXIII, No. 14 (December 6, 1976).

Morgan, Don A. ed. Two Year College Faculty Problems: Master Contract Pros and Cons, Continuing education and extension, duluth center, University of Minnesota, 1974.

Nelson, James H. "Collective Bargaining: an Instrument for Staff Development," Community and Junior College Journal, XLIII (October, 1972).

Odewahn, Charles A. and Allan D. Spritzer. "Administrator's Attitudes Toward Faculty Unionism," Industrial Relations, XV (1976).

Pfnister, Allan O. "Collective Bargaining and Decision-Making in the Four-Year College: Emerging Pattern of a Decade," The North Central Association Quarterly, LI No. 3 (Winter, 1977).

Sturner, William F. "Struggling With the Unknown: The First Year of Collective Bargaining," College and University Personnel Association Journal, XXVII (January, 1976).

Unpublished Materials

Herman, E. Edward and Gordon S. Skinner. "A Survey of Faculty Attitudes Toward Collective Bargaining." Proceedings of the 28th Annual Winter Meeting of the Industrial Relations Research Association, 1975.

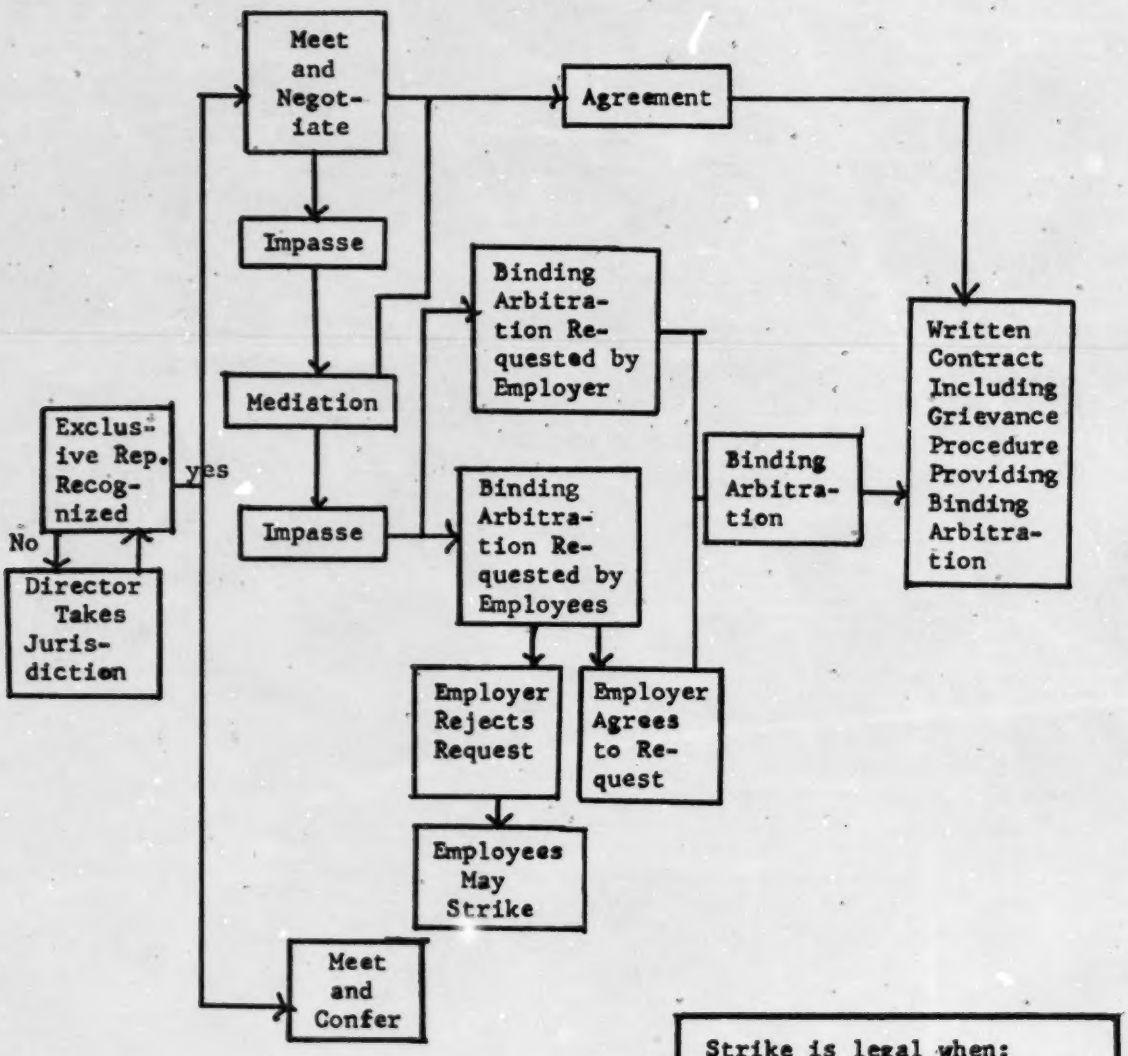
Professional Staff Contract. Between Minnesota State Board for Community Colleges and Minnesota Community College Faculty Association.

Worthington Community College, Office of Public Information, Worthington, Minnesota News Release. August 31, 1978.

APPENDIX A

FLOW CHART FOR 1973
P.E.L.R.A. PROCEDURES

FLOW CHART FOR 1973
P.E.L.R.A. PROCEDURES



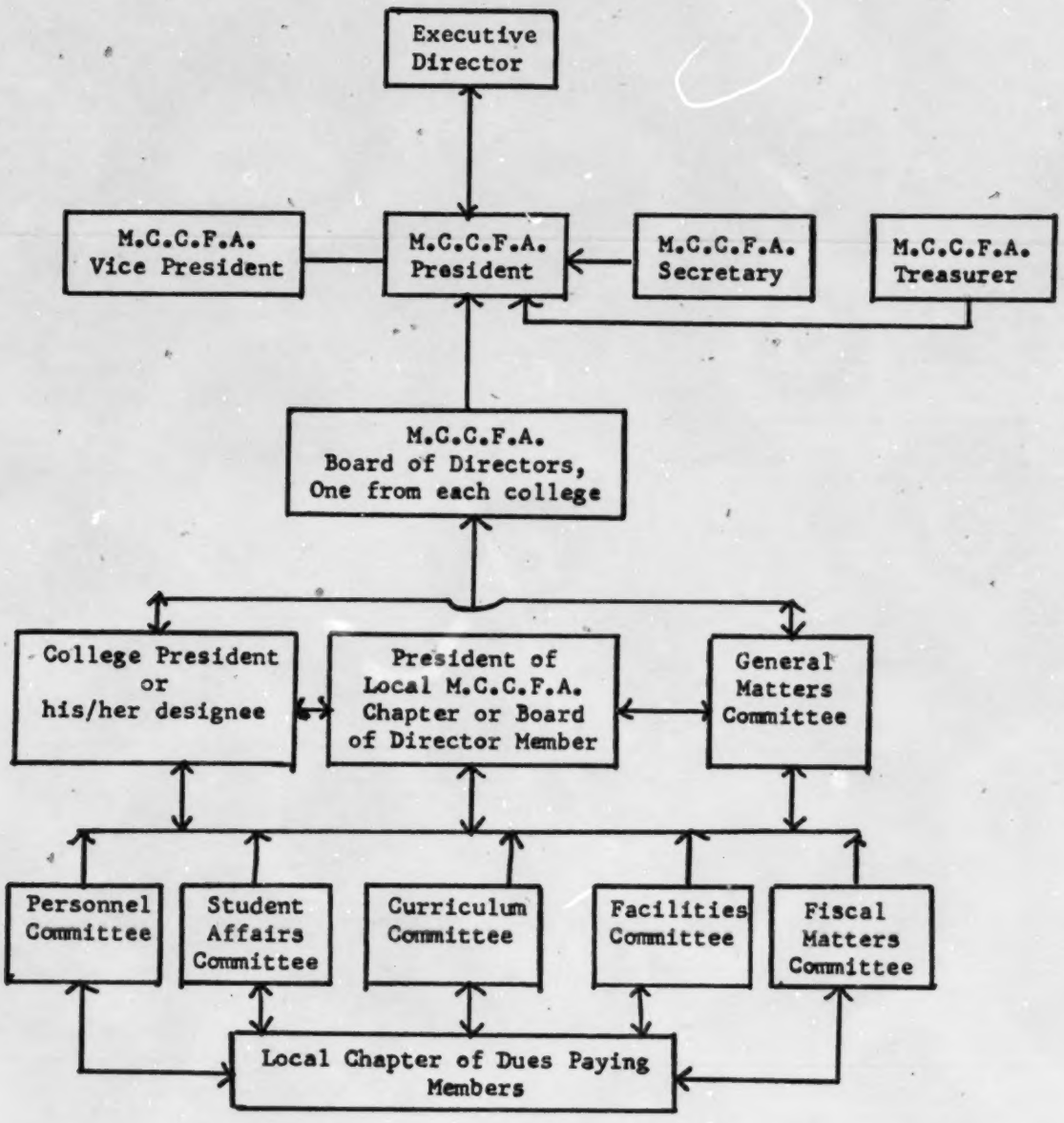
Strike is legal when:

1. Employer rejects request for binding arbitration
2. Employer does not comply with provisions of binding arbitration

APPENDIX B

FLOW CHART FOR
M.C.C.F.A. STRUCTURE

M.C.C.F.A. ORGANIZATIONAL FLOW CHART



UNIVERSITY OF CALIFORNIA
ERIC CLEARINGHOUSE FOR
JUNIOR COLLEGES
96 POWELL LIBRARY BUILDING
LOS ANGELES, CALIFORNIA 90024
EE 36

JUL 25 1980